

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In re: **DAVID TODD JAEDER**, : Chapter 13
Debtor, : Case No. **5:20-bk-00691**

SELECT PORTFOLIO SERVICING, INC., :
Movant(s), : **Motion for**
v. : **Relief from Stay**
DAVID TODD JAEDER, Cleo B. Hall, :
Co-Debtor, and Charles J. DeHart, III, :
Chapter 13 Trustee, :
Respondent(s), :

ANSWER TO MOTION OF SELECT PORTFOLIO SERVICING FOR RELIEF FROM STAY

AND NOW COMES Debtor(s) **DAVID TODD JAEDER**, by and through their attorneys, **FISHER CHRISTMAN**, and in Answer to the Motion of **SELECT PORTFOLIO SERVICING** for Relief from Stay aver:

- 1-2. Admitted.
3. Denied. The Trustee is appointment by the Office of the U.S Trustee.
4. Denied to the extent the document(s) referenced do(es) not speak for itself(themselves.)
5. Admitted in part and Denied in part. Debtor lacks sufficient information and belief

Admit or Deny the status of the promissory note and such is therefore Denied.

6-7. Admitted.

8. Denied. Both Counsel for Movant and Movant have been made aware that Movant has constrained electronic payments on its website to solely the amount of the next mortgage payment contractually due (\$2,762.53), and that Movant's customer service agents have misrepresented to Debtor and Co-Debtor (collectively "Debtors") that is the correct payment amount. Debtors made ten such payments through February 2, 2021, where Movant's payment history conveniently ends. Debtors also made a payment of \$2,762.53 that cleared their account on February 12, a payment of \$2,871.53 that cleared their account on March 19, and a payment of \$2,386.80 that cleared their account on April 5, 2021.

9. Admitted in part and Denied in part. Given Movant's role in the amount of the payments, the amount due on February 5, 2021, has no bearing on a Motion filed on April 1, 2021.

10. Denied. Debtor lacks sufficient information and belief as the amount of the principal balance, except that it is less now than it was on February 5, 2021.

11. Denied to the extent the averments of paragraph 11 constitute other than a statement or conclusion of law or misplaced request for relief. Further, the knowledge of the issue and the assistance of Movant's customer service agents are expected to bring the postpetition payments to within a month of current by the date of the Motion for Relief (if not completely current).

12. Denied to the extent the averments of paragraph 12 constitute other than a statement or conclusion of law or misplaced request for relief.

WHEREFORE, Debtor **DAVID TODD JAEDER** respectfully prays this Honorable Court for an Order than the Motion of **SELECT PORTFOLIO SERVICING** for Relief from Stay be Denied and for such other and further relief as the Honorable Court deems just and appropriate.

/s/ J. Zac Christman
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